

CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 115

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO VSS INTERNATIONAL, INC., FOR THE 2015
SEAL COAT PROJECT - ROLLING HILLS, WOODCREEK & KOLOB, THE RANCH**

WHEREAS, the bid opening for the 2015 Seal Coat Project - Rolling Hills, Woodcreek & Kolob, The Ranch took place on April 14, 2015; and

WHEREAS, the apparent low bidder was VSS International, Inc. in the amount of \$1,196,000; and

WHEREAS, the revised appropriations constitute an update to the 2014/15 Budget approved pursuant to Resolution No. 2014-140 as amended.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The specifications for the 2015 Seal Coat Project - Rolling Hills, Woodcreek & Kolob, The Ranch are hereby approved.

Section 2. The City Council hereby approves the appropriation of \$1,196,000 in unrestricted fund balance in Fund 252 Streets Capital for the 2015 Seal Coat Project.

	CURRENT	REVISED
Fund 252 Streets Capital	\$986,000	\$1,315,600

Section 3. The City Manager is authorized to enter into a contract with VSS International, Inc. for the 2015 Seal Coat Project - Rolling Hills, Woodcreek & Kolob, The Ranch in the amount of \$1,196,000 covering Base Bid plus Additive Alternates 1 through 3.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 19th day of May 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NONE

NOES: COUNCILMEMBERS: _____

NONE

ABSENT: COUNCILMEMBERS: _____

NONE

ABSTAIN: COUNCILMEMBERS: _____

NONE

Nancy T. Price
MAYOR

ATTEST:

Emily, pw
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 29 day of 5, 2015, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and VSS INTERNATIONAL, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work described in the specifications for the project entitled:

2015 SEAL COAT PROJECT Rolling Hills, Woodcreek & Kolob, The Ranch

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by _____ N/A
numbered _____ N/A
and dated _____ N/A
- b. Advertisement for Bids.
- c. The Accepted Bid, dated April 13, 2015
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2014 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated 5-28, 2015.
- g. Labor and Material Bond, dated 5-28-, 2015.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if

mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within 70 working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the General Provisions.

2015 SEAL COAT PROJECT
Rolling Hills, Woodcreek & Kolob, The Ranch

BASE BID ITEMS

Schedule A Bid Items – Rolling Hills

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$6,500.00	\$6,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$10,000.00	\$10,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$10,800.00	\$10,800.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	235,560	\$1.52	\$358,051.20
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$23,648.80	\$23,648.80

Schedule A Bid= 409,000.00

Schedule B Bid Items – Hilborn Road

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$3,150.00	\$3,150.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$5,400.00	\$5,400.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$9,428.60	\$9,428.60
4	RUBBERIZED CHIP SEAL FOR CAPE SEAL	SY	44,870	\$3.70	\$166,019.00
5	SLURRY SEAL FOR CAPE SEAL	SY	44,870	\$1.52	\$68,202.40
7	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$16,800.00	\$16,800.00

Schedule B Bid = \$269,000.00

Schedule C Bid Items – Woodcreek & Kolob

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$7,200.00	\$7,200.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$10,000.00	\$10,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$3,543.60	\$3,543.60
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	244,445	\$1.52	\$371,556.40
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$8,700.00	\$8,700.00

Schedule C Bid = \$401,000.00

Schedule D Bid Items – The Ranch

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$1,500.00	\$1,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$1,500.00	\$1,500.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$2,990.80	\$2,990.80
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	40,335	\$1.52	\$61,309.20
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$4,700.00	\$4,700.00

Schedule D Bid = \$72,000.00

Total Base Bid = \$ 1,151,000.00

ADDITIVE ALTERNATE BID ITEMS

Additive Alternate 1 – Civic Center Drive

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$2,612.50	\$2,612.50
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$1,500.00	\$1,500.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	4,250	\$1.59	\$6,757.50
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$2,630.00	\$2,630.00

Additive Alternate 1 Bid = \$16,000.00

Additive Alternate 2– Civic Center Parking Lot

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$3,040.00	\$3,040.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$1,496.00	\$1,496.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	2,100	\$1.59	\$3,339.00
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$2,625.00	\$2,625.00

Additive Alternate 2 Bid = \$13,000.00

Additive Alternate 3 – State Street

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$2,500.00	\$2,500.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$1,025.00	\$1,025.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	2,500	\$1.59	\$3,975.00
5	TYPE III SLURRY SEAL	SY	2,500	\$2.00	\$5,000.00
6	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$1,000.00	\$1,000.00

Additive Alternate 3 Bid = \$16,000.00

Total \$1,196,000

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

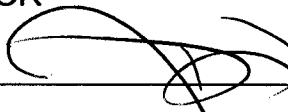

City Clerk

CITY OF FAIRFIELD

By: 
City Manager

W.M.

VSS INTERNATIONAL, INC.
CONTRACTOR

By: 

Jess Roberts - C.O.O.
Title

5-29-15

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B, C-12

b. Number: 293727

c. Expiration Date: 3/31/2017

FEI Number: 94-2270766

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____
Authorized by Res. No.: _____ Contract Expiration Date: _____
Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
 - B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
 - C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.
- *****

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	VSS International, Inc.
ADDRESS	3785 Channel Drive
CITY, STATE, ZIP	West Sacramento, CA 95691

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-2270766
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

PERFORMANCE BOND

Bond No: 929615432

Premium: \$3,588.00

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to VSSI International, Inc.,
3785 Channel Drive, West Sacramento, CA 95691

(Name and address of Contractor)
("Contractor") a contract (the "Contract") for the work described as follows:

**2015 SEAL COAT PROJECT
Rolling Hills, Woodcreek & Kolob, The Ranch**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604

(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

One Million One Hundred Ninety Six Thousand Dollars and 00/100

Dollars (\$ 1,196,000.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 28, 2015

"Contractor"

VSS International, Inc.

By:

Title

"Surety"

Western Surety Company

By:

Title Thomas R. Hucik, Attorney-in-Fact

By: Jess Roberts - C.C.O.
Title 5/29/15

By: _____
Title _____

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

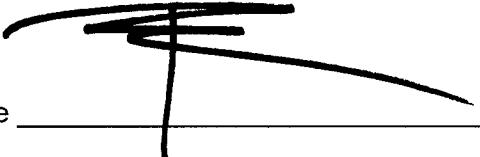
State of California
County of Sacramento)

On May 28, 2015 before me, Rosalie A. Miszkiel, Notary Public
(insert name and title of the officer)

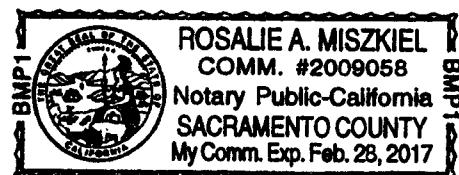
personally appeared Thomas R. Hucik,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miszkiel, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

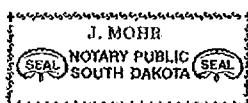
State of South Dakota
County of Minnehaha

} ss

On this 12th day of March, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May, 2015.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**PAYMENT BOND
(LABOR AND MATERIALS)**

Bond No: 929615432

Premium: Included in Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to VSS International, Inc.,

3785 Channel Drive, West Sacramento, CA 95691

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**2015 SEAL COAT PROJECT
Rolling Hills, Woodcreek & Kolob, The Ranch**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____
One Million One Hundred Ninety Six Thousand Dollars and 00/100

Dollars (\$ 1,196,000.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

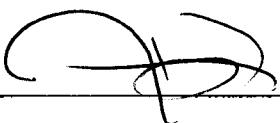
Dated: May 28, 2015

"Contractor"

VSS International, Inc.

By:

Title



"Surety"

Western Surety Company

By:

Title Thomas R. Hucik, Attorney-in-Fact

By:

Title

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

State of California)

County of _____) **SEE ATTACHED**

On _____ before me, _____
Date _____ Here Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

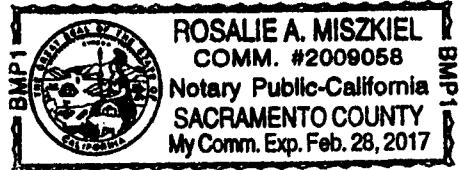
On May 28, 2015 before me, Rosalie A. Miszkiel, Notary Public
(insert name and title of the officer)

personally appeared Thomas R. Hucik,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miszkiel, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2015.

WESTERN SURETY COMPANY



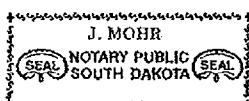
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 12th day of March, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May, 2015.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**2015 SEAL COAT PROJECT
Rolling Hills, Woodcreek & Kolob, The Ranch**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within fifteen (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **70 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the

work.

Bidder acknowledges receipt of the following addenda:

1

2015 SEAL COAT PROJECT
Rolling Hills, Woodcreek & Kolob, The Ranch

BASE BID ITEMS

Schedule A Bid Items – Rolling Hills

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$6,500.00	\$6,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$10,000.00	\$10,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$10,800.00	\$10,800.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	235,560	\$1.52	\$358,051.20
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$23,648.80	\$23,648.80

Schedule A Bid= \$ 409,000.00

Schedule B Bid Items – Hilborn Road

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$3,150.00	\$3,150.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$5,400.00	\$5,400.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$9,428.60	\$9,428.60
4	RUBBERIZED CHIP SEAL FOR CAPE SEAL	SY	44,870	\$3.70	\$166,019.00
5	SLURRY SEAL FOR CAPE SEAL	SY	44,870	\$1.52	\$68,202.40
7	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$16,800.00	\$16,800.00

Schedule B Bid = \$ 269,000.00

Schedule C Bid Items – Woodcreek & Kolob

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$7,200.00	\$7,200.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$10,000.00	\$10,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$3,543.60	\$3,543.60
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	244,445	\$1.52	\$371,556.40
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$8,700.00	\$8,700.00

Schedule C Bid = \$ 401,000.00

Schedule D Bid Items – The Ranch

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$1,500.00	\$1,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$1,500.00	\$1,500.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$2,990.80	\$2,990.80
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	40,335	\$1.52	\$61,309.20
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$4,700.00	\$4,700.00

Schedule D Bid = \$ 72,000.00

Total Base Bid = \$ 1,151,000.00

Bidder shall complete the form for each base bid schedule legibly and in its entirety.
Incomplete forms may be grounds for disqualification of the bid.

ADDITIVE ALTERNATE BID ITEMS

Additive Alternate 1 – Civic Center Drive

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$2,612.50	\$2,612.50
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$1,500.00	\$1,500.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	4,250	\$1.59	\$6,757.50
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$2,630.00	\$2,630.00

Additive Alternate 1 Bid = \$ 16,000.00

Additive Alternate 2– Civic Center Parking Lot

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$3,040.00	\$3,040.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$1,496.00	\$1,496.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	2,100	\$1.59	\$3,339.00
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$2,625.00	\$2,625.00

Additive Alternate 2 Bid = \$ 13,000.00

Additive Alternate 3 – State Street

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$2,500.00	\$2,500.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$1,025.00	\$1,025.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	2,500	\$1.59	\$3,975.00
5	TYPE III SLURRY SEAL	SY	2,500	\$2.00	\$5,000.00
6	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$1,000.00	\$1,000.00

Additive Alternate 3 Bid = \$ 16,000.00

Additive Alternate 4 – Goldridge Subdivision

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$2,500.00	\$2,500.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$17,000.00	\$17,000.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	200,000*	\$1.59	\$318,000.00
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$40,000.00	\$40,000.00

* Quantity is approximate. Actual quantity can increase or decrease by more than 10% with no change in unit price.

Additive Alternate 4 Bid = \$ 380,000.00

Bidder shall complete the form for the additive alternates legibly and in its entirety.
Incomplete forms may be grounds for disqualification of the bid.

2015 SEAL COAT PROJECT
Rolling Hills, Woodcreek & Kolob, The Ranch

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) ARBORICULTURAL SPECIALTIES INC DBA THE PROFESSIONAL TREE CARE CO P O BOX 2377 BERKELEY, CA 94702	LIC# 676952 DIR# 1000000343	STRIPING, STRIPING REMOVAL <i>xx</i> <i>Tree Trimming</i>)	<i>6.57%</i> <i>0.76%</i>
2)			
3) SIERRA TRAFFIC MARKINGS INC 9725 DEL ROAD STE B ROSEVILLE, CA 95747	LIC# 755317 DIR# 1000002783	TREE TRIMMING <i>Striping, striping removal</i>)	<i>0.76%</i> <i>6.57%</i>
4)			
5)			
6)			

Note: Attach additional sheets if required

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

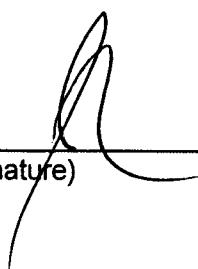
JORDAN REED _____, being first duly sworn, deposes and says that he or she is
TREASURER _____ of _____ VSS INTERNATIONAL, INC.

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

APRIL 13, 2015
(Date)

(Signature)



NOTE: THIS FORM MUST BE NOTARIZED.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Yolo)

On APRIL 13, 2015 before me, Elizabeth R. Lowrie, Notary Public
(insert name and title of the officer)

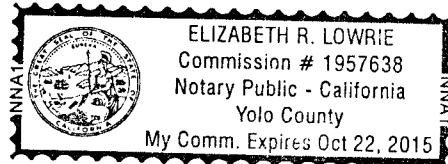
personally appeared JORDAN REED,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth R. Lowrie

(Seal)



VSS INTERNATIONAL, INC.

Name of Firm

3785 CHANNEL DRIVE WEST SACRAMENTO, CALIFORNIA 95691

Business Address

(916) 373-1500

Phone Number

Signature of Responsible Official

Contractor's License:

a. Class: _____ A, B, C-12

b. Number: _____ 293727

c. Expiration Date: _____ 3/31/2017

FEI Number: _____ 94-2270766

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

VSS INTERNATIONAL, INC.

JEFFREY R. REED, PRESIDENT; JEFF ROBERTS, CHIEF OPERATIONS OFFICER;
JORDAN REED, TREASURER; DIANE M. MINOR, SECRETARY

CITY OF FAIRFIELD
STATE OF CALIFORNIA

2015 SEAL COAT PROJECT
Rolling Hills, Woodcreek & Kolob, The Ranch

Addendum No. 1

April 8, 2015

This constitutes Addendum No. 1 to the Contract Documents for the 2015 SEAL COAT project. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATIONS

Proposal (Blue Section):

- 1) Replace pages P-3 and P-4 (bid item list) with P-3A and P-4A attached. This addendum changes the following:

Bid item 4 in Schedule A from 235,555 square yards to 235,560 square yards;

Bid items 4 and 5 in Schedule B from 44,865 square yards to 44,870 square yards;

Bid item 4 in Schedule C from 244,444 square yards to 244,445 square yards; and

Bid item 4 in Schedule D from 430,333 square yards to 40,335 square yards.

APPROVED:



Kevin L. Berry III, P.E.
City Engineer

ACKNOWLEDGEMENT:



CONTRACTOR

2015 SEAL COAT PROJECT
Rolling Hills, Woodcreek & Kolob, The Ranch

BASE BID ITEMS

Schedule A Bid Items – Rolling Hills

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1		
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1		
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1		
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	235,560		
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1		

Schedule A Bid= \$_____

Schedule B Bid Items – Hilborn Road

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1		
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1		
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1		
4	RUBBERIZED CHIP SEAL FOR CAPE SEAL	SY	44,870		
5	SLURRY SEAL FOR CAPE SEAL	SY	44,870		
7	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1		

Schedule B Bid = \$_____

Schedule C Bid Items – Woodcreek & Kolob

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1		
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1		
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1		
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	244,445		
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1		

Schedule C Bid = \$_____

Schedule D Bid Items – The Ranch

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1		
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1		
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1		
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	40,335		
5	REPLACE THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1		

Schedule D Bid = \$_____

Total Base Bid = \$_____

Bidder shall complete the form for each base bid schedule legibly and in its entirety. Incomplete forms may be grounds for disqualification of the bid.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

2015 SEAL COAT PROJECT Rolling Hills, Woodcreek & Kolob, The Ranch

WHEREAS VSS International, Inc. 3785 Channel Drive, West Sacramento, CA 95691

(Name and address of Bidder)
("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and

Western Surety Company, 333 South Wabash Avenue, 41st Floor, Chicago, IL 60604

(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of 10% of the total amount bid

Dollars (\$ 10% of bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these

presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 6, 2015

"Contractor"

VSS International, Inc.

By: _____
Title



"Surety"

Western Surety Company

By: _____
Title Rosalie A. Miszkiel, Attorney-in-Fact

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Yolo)

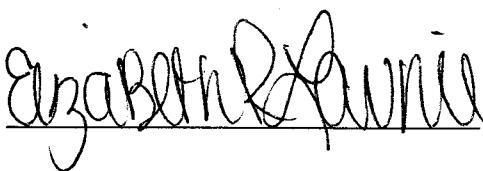
On APRIL 13, 2015 before me, Elizabeth R. Lowrie, Notary Public
(insert name and title of the officer)

personally appeared JORDAN REED,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

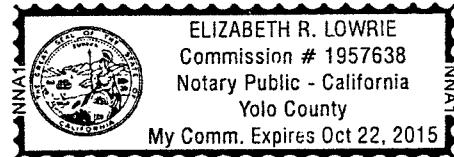
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



California All Purpose Acknowledgment

State of California

County of Sacramento

On April 6, 2015, before me, Lynn E. Patton, Notary Public
Date Name & Title of Officer/Notary

personally appeared Rosalie A. Miszkiel
Names(s) of Signer(s)

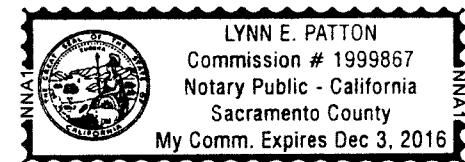
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Lynn E. Patton
Notary Public



OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miszkiel, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

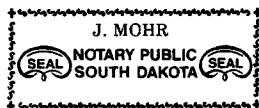
State of South Dakota
County of Minnehaha

} ss

On this 12th day of March, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of April, 2015.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 293727

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 4/15/2015 8:30:28 AM

Business Information

VSS INTERNATIONAL INC
PO BOX 981330
WEST SACRAMENTO, CA 95798
Business Phone Number:(916) 373-1500

Entity Corporation
Issue Date 05/09/1974
Expire Date 03/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C12 - EARTHWORK AND PAVING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 929111068

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) REED JEFFREY RANDOLPH certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 05/07/2002

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the DEPARTMENT OF INDUSTRIAL RELATIONS

Policy Number: 2106C

Effective Date: 08/01/1988

Expire Date: None

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: ie. ABC COMPANY

[Contractor License Lookup](#)

License Number: 293727

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
VSS INTERNATIONAL, INC.	1000001231	CSLB:293727	09/09/2014	06/30/2015

Export as: [Excel](#) | [PDF](#)



Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: ie. ABC COMPANY [Contractor License Lookup](#)

License Number: 676952

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
ARBORICULTURAL SPECIALTIES, INC.	1000000343	CSLB:676952	07/11/2014	06/30/2015

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State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: ie. ABC COMPANY

[Contractor License Lookup](#)

License Number: 755317

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
SIERRA TRAFFIC MARKINGS, INC.	1000002783	OTHR:755317	11/14/2014	06/30/2015

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